

EXHIBIT 1



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NETLIST INC.,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO.,
LTD.,

Defendant.

Case No. 8:20-cv-00993-MCS-ADS

VERDICT FORM

VERDICT

We answer the questions submitted to us as follows:

QUESTION NO. 1:

At the time the parties entered the Joint Development and License Agreement, what did the parties intend Section 6.2 to mean?

☒ A. Samsung agreed to supply NAND and DRAM products to Netlist without limitation to the parties' NVDIMM-P joint development project on Netlist's request at a competitive price.

☐ B. Samsung agreed to supply NAND and DRAM products to Netlist for the parties' NVDIMM-P joint development project on Netlist's request at a competitive price.

If your answer to Question No. 1 is option A, answer Question No. 2. If your answer to Question No. 1 is option B, do not answer Question No. 2, and have the presiding juror sign and date this form.

QUESTION NO. 2:

Did Netlist prove that Samsung's breach of Section 6.2 was material?

☒ Yes

☐ No

Have the presiding juror sign and date this form.

Dated: 5/17/24

Signed: **REDACTED**

Presiding Juror